

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA

CITY OF SAN JOSE and BLACK ALLIANCE FOR
JUST IMMIGRATION,

Plaintiffs,

v.

WILBUR L. ROSS, JR., in his official capacity as
Secretary of the U.S. Department of Commerce; U.S.
DEPARTMENT OF COMMERCE; DR. STEVEN
DILLINGHAM, in his official capacity as Director of
the U.S. Census Bureau; U.S. CENSUS BUREAU;
DOES 1-100,

Defendants.

No. 3:18-cv-02279-RS

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

Plaintiffs City of San Jose and Black Alliance for Just Immigration (collectively, “Plaintiffs”) and Defendants Wilbur L. Ross, Jr., in his official capacity as United States Secretary of Commerce; the United States Department of Commerce; Dr. Steven Dillingham, in his official capacity as Director of the United States Census Bureau; and the United States Census Bureau (collectively, “Defendants,” and together with Plaintiffs, the “Parties”), by and through their respective undersigned counsel, hereby enter into this Settlement Agreement and Mutual Release (the “Agreement”), as follows:

1. Defendants will pay Plaintiffs one million four hundred thousand dollars (\$1,400,000) in full and complete satisfaction of any claims by Plaintiffs for attorneys’ fees and litigation expenses in connection with the case titled *City of San Jose et al. v. Ross et al.*, Case No. 3:18-cv-02279-RS, pending in the United States District Court for the Northern District of California (“Case No. 18-2279”). Defendants will also pay Plaintiffs fifty-one thousand three hundred forty-one dollars and sixty-four cents (\$51,341.64) in full and complete satisfaction of

any claims by Plaintiffs for taxable costs in connection with Case No. 18-2279. These payments (collectively, the “Settlement Payments”) will constitute full and final satisfaction of any and all of Plaintiffs’ claims for attorneys’ fees, costs, and litigation expenses in Case No. 18-2279, and are inclusive of any interest.

2. Within sixty-one (61) calendar days from the date of this Agreement, *i.e.*, on or before January 13, 2020 (the “Payment Deadline”), Defendants will pay the Settlement Payments by wire transfer to the Manatt, Phelps & Phillips, LLP Attorney Client Trust Account (“Account”), consistent with the normal processing procedures followed by Defendants and the United States Department of the Treasury. After the Parties’ execution of this Agreement, Plaintiffs’ counsel will provide Defendants’ counsel the bank routing and account information for the Account to receive the Settlement Payments. Defendants will promptly prepare and submit all required documentation to the Department of the Treasury for processing and disbursement of the Settlement Payments to ensure that payment is made as soon as practicable, and no later than the Payment Deadline. Upon Defendants’ request, Plaintiffs will provide Defendants with any applicable Tax Identification Numbers so that Defendants may issue a 1099 form or other report if required to do so by any state or federal law, regulation, or governmental entity.

3. Notwithstanding the foregoing, and no later than seven (7) calendar days before the Payment Deadline, Defendants may request one extension of the Payment Deadline of up to sixty (60) calendar days. Plaintiffs will not unreasonably withhold their consent to such request.

4. Upon execution of this Agreement and completion of the above-described acts, Plaintiffs shall release and forever discharge Defendants and their successors, the United States of America, and any department, agency, or establishment of the United States, and any officers, employees, agents, successors, or assigns of such department, agency, or establishment, from any and all past, present, or future claims for attorneys’ fees, costs, or litigation expenses in connection

with Case No. 18-2279. Upon execution of this Agreement and completion of the above-described acts, Defendants and their successors, the United States of America, and any department, agency, or establishment of the United States, and any officers, employees, agents, successors, or assigns of such department, agency, or establishment, shall release and forever discharge Plaintiffs from any and all past, present, or future claims. The foregoing mutual releases do not apply to any litigations other than Case No. 18-2279. Notwithstanding the foregoing releases, nothing in this Agreement bars or prohibits either of the Parties from seeking to apply or enforce the final judgment or permanent injunction issued in Case No. 18-2279 (Docket No. 228), from seeking fees and costs for future work in connection with such application or enforcement, or from seeking the application, interpretation, or enforcement of this Agreement.

5. The Parties acknowledge that this Agreement is entered into solely for the purpose of settling and compromising any claims for attorneys' fees, expenses, and costs incurred in this action without further litigation, and that it will not be construed as evidence or as an admission regarding any issues of law or fact, or regarding the truth or validity of any allegation or claim raised in this action, or as evidence or as an admission by the Defendants regarding Plaintiffs' entitlement to attorneys' fees and other litigation costs or expenses. This Agreement will not be used in any manner to establish liability for fees, amounts, or hourly rates in any other case or proceeding.

6. This Agreement may be executed in any number of counterparts on behalf of each of the Parties by their attorneys of record, and becomes effective on the date as of which all Parties have executed this Agreement. Facsimiles and PDF versions of signatures will constitute acceptable, binding signatures for purposes of this Agreement, will have the same force and effect as original signatures, and will be equally admissible in any proceeding to enforce this Agreement as though an original.

SO STIPULATED AND AGREED this 13th day of November, 2019.

U.S. DEPARTMENT OF JUSTICE

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